

EXHIBIT 'C'

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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WINDWARD BORA LLC,

Plaintiff,

19-cv-03640-JMA-AKT

-against-

VLADIMIR TOBON,

Defendant(s).

-----X
AFFIDAVIT OF
STATEMENT
OF DAMAGES

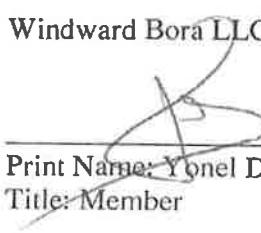
STATE OF FLORIDA)
)
) ss:
COUNTY OF MIAMI-DADE)

Yonel Devico, being duly sworn, deposes and says:

1. I am the Member of Windward Bora LLC ("Windward"). I am fully familiar with all of the facts and circumstances herein. I have access to Windward's business records including the business records relating to the loan of Vladimir (the "Borrower"), borrower in the present action.
2. I make this affidavit based upon my review and examination of the records relating to the Borrower's loan and from my own personal knowledge of how they are kept and maintained in the regular course of Windward's business. It is the regular course of business to keep and maintain such records.
3. This Affidavit is offered to the Court to provide an explanation as to the amounts owed to Windward.
4. Windward is the owner and holder of the Mortgage and Note, described in the Complaint, which is annexed as Exhibit 'A' to this instant Motion.
5. This Affidavit was prepared from my records and correctly sets forth the amounts due and owing on the Note and Mortgage mentioned in the Complaint herein. No payments have been made on account of any of the items as set forth below.

6. This loan is due for the payment due on December 1, 2014. The original Mortgage amount was \$79,500.00.
7. As of August 13, 2019, the outstanding principal balance is \$73,798.87.
8. In addition to the outstanding principal amount being owed, Defendant owes interest from November 1, 2014 to August 13, 2019 totaling \$35,793.00.
9. Pursuant to the terms of the Note, at the time of default, the interest rate was 10.00%. Interest is calculated by taking the principal balance (i.e. \$73,798.87) and multiplying it by 10.00% and then dividing that number by 360 days to obtain the per diem interest which, in this case, equals \$20.50. Since the date of default is December 1, 2014 (and interest pursuant to the Note is paid in arrears), the interest is calculated from November 1, 2014 through August 13, 2019 which is 1746 days. 1746 days multiplied by the per diem of \$20.50 equals the total past-due interest of \$35,793.00.
10. The total past due interest in the amount of \$35,793.00 plus the principal balance in the amount of \$73,798.87, equals the **total amount owed on this loan in the amount of \$109,591.87**.
11. The mortgaged premises consist of one (1) parcel of land and one (1) tax lot located in the County of Suffolk, State of New York.
12. I respectfully request that the Court allow the premises be sold as one (1) parcel.
13. I am making this Affidavit knowing full well that the United States District Court, Eastern District of New York is relying upon the truth of the statements contained herein.

Windward Bora LLC


Print Name: Yonel Devico
Title: Member

State of Florida)
)
)
County of Miami-Dade)

On the 21st day of August in the year 2019 before me, the undersigned, personally appeared Yonel Devico, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of Miami Beach, State of Florida.



Notary Signature

